

SEP 05 1985

BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Stipulation of	:	
	:	Case 50
MADISON AREA VOCATIONAL, TECHNICAL	:	
AND ADULT EDUCATION DISTRICT NO. 4	:	No. 34290 Med/Arb-3091
	:	
and	:	Decision No. 22356-A
	:	
MATC SUPPORT STAFF UNION	:	Mediator-Arbitrator
	:	Stanley H. Michelstetter II
to Initiate Mediation-Arbitration	:	
Between Said Parties	:	

Appearances: William Kalin, Staff Representative, appearing on behalf of the Union.
Lee, Johnson, Kilkelly & Nichol, S.C., Attorneys at Law, by Donald Johnson, appearing on behalf of the Employer.

MEDIATION-ARBITRATION AWARD

Madison Area Vocational, Technical and Adult Education District No. 4, herein referred to as the "Employer" and MATC Staff Support Union, herein referred to as the "Union" having stipulated before the Wisconsin Employment Relations Commission to initiate Mediation-Arbitration, pursuant to Sec. 111.70 (4)(cm), Wis. Stats., and the Commission having appointed the Undersigned as Mediator-Arbitrator on March 6, 1985; and the Undersigned having conducted mediation, followed by hearing in the above-entitled matter on April 16, 1985, in Madison, Wisconsin, during the course of which the issue concerning educational leave was resolved. /1/ The parties each submitted post-hearing briefs, the last of which was received on May 20, 1985.

ISSUES

- 1 The Employer proposes that all wages be increased by 3% for essentially calendar 1985. The Union proposes that all wages be increased by 5.5%.
2. The Employer proposes to amend the current health insurance language to the following language:

"The Board shall maintain the Health Insurance plan presently in effect. The employer will pay the full premium. The Board will contribute not more than \$184.80 per month toward family coverage of the WPS, Wisconsin Physicians Service, HMP, group insurance. The Board will contribute not more than \$72.52 per month toward single coverage of the WPS, Wisconsin Physicians Service, HMP, group insurance. The Board will contribute not more than \$175.58 toward the monthly premium for Group Health Cooperative family coverage, extended health plan. The Board will contribute not more than \$67.53 toward the monthly premium for Group Health Cooperative single coverage, extended health plan. The Board shall retain the right to change and/or add insurance carriers and/or administrators. During the

/1/ The Employer dropped it's proposal and the parties stipulated that the current language does not permit employees to accrue vacation while on unpaid leave of absence in excess of thirty days. The parties also agreed that the employer will not attempt to recoup payment previously made to employees. The parties also waived notice of intent to arbitrate.

contract year, benefits provided under the health insurance plans may not be changed by the Board without agreement of the parties. The health insurance plans are subject to the rules of the underwriting company or cooperative. The Board shall maintain the Dental Insurance plan presently in effect. The employer will pay 90% of the premium and the employee will pay 10%. The Board shall maintain the Dental Insurance plan presently in effect or a plan comparable to the plan in effect. The employer shall pay up to \$12.50 single coverage and up to \$38.73 family coverage."

The Union proposes to keep the current health insurance language which reads as follows:

"The Board shall maintain the Health Insurance plan presently in effect. The employer will pay the full premium. The Board shall maintain the Group Life Insurance plan presently in effect. The employer will pay 90% of the premium and the employee will pay 10%. The Board agrees to permit individuals to option to pay increased premium and obtain 100% supplemental life insurance, provided it is acceptable to the insurance carrier. The Board shall maintain the Income Protection Insurance plan presently in effect. The employer will pay the full premium. The Board shall maintain the Dental Insurance plan presently in effect. The employer will pay 90% of the premium and the employee will pay 10%. Continuation of Health Insurance coverage. An employee who has been working more than half time for a period of ten or more years for the Area Board of Vocational, Technical and Adult Education District No. 4 and who has attained the age of 62 years and who retires shall have the option to continue the health insurance coverage which he or she was provided while employed at his or her own expense and subject to the approval of the insurance carrier. This option shall terminate if the retired employee obtains gainful employment which entitles him or her to be covered under the new employer's health insurance plan. When permitted by the insurer, the employee's rights shall inure to the benefit of his/her heirs. On behalf of those employees who wish to participate, the Board shall provide for payroll deduction for group insurance premiums, provided only one insurance company is involved for each type of insurance.

DISCUSSION

Wages

1. Positions of the Parties

It is the position of the association that the 5.5% adjustment to each wage rate expressed in the collective bargaining agreement is comparable to wage increases received by the other vocational, technical, and adult education districts. It particularly relies on comparison to Milwaukee Area Technical College and Waukesha County Technical Institute. It selects these for comparison because all share a similar funding structure and all are similarly regulated by the state. /2/ It also relies upon two prior arbitration awards involving the same two parties to support its selection of comparables.

The Employer argues that its 3% salary increase (3.7415% with roll ups, give or take .0001%) is preferable because: 1. It is comparable to settlements in the local area, 2. the wages of benchmark classifications are high in comparison to similar employees in private employment

/2/ The districts are Blackhawk, district #1 Eau Claire, Fox Valley, Gateway, Indian Head, Lake Shore, Madison, Mid-State, Milwaukee, Moraine Park, North Central, North East, South West Tech, Waukesha, Western Wisconsin.

and public employment in Madison (City of Madison, Dane County, State of Wisconsin). It asserts that its wages should be lower than the City of Madison because 34% of this unit's employees work outside of Madison. 3. It asserts its offer more nearly meets the public's interest because equalized evaluation of the district has risen only 1.87%. It also notes salaries are comparable to the Waukesha and Milwaukee vocational districts and its increase exceeds the cost of living for small metropolitan areas in the prior year.

2. External Comparisons

The Parties have relied upon essentially the same external comparison groups they used before Arbitrator Zeidler, /3/ the ten other VTAE districts (with principal comparisons to Milwaukee Area Technical College and Waukesha County Technical County Institute); the City of Madison, Madison Schools, Dane County, and the State of Wisconsin. Both are appropriate comparison groups.

This agreement is effective for essentially calendar 1985. The Union offered data for VTAE comparisons only with respect to per cell increases and, then, mostly for contracts effective July 1, 1984, the following are as comparisons:

PER CELL INCREASE FOR 1984-85 VTAE SUPPORT STAFF CONTRACT

<u>District</u>	<u>% Increase</u>	<u>Effective Date</u>
Blackhawk	5%	July 1, 1984
Dist. #1 Eau Claire	5.5%	July 1, 1984
Fox Valley	Not Settled	
Gateway	7%	July 1, 1984
Indianhead	5.5%	July 1, 1984
Lakeshore	4.9%	July 1, 1984
Mid-State	6.2% (inc. long.)	July 1, 1984
Milwaukee	5.5%	July 1, 1984
Moraine Park	3.8% *	July 1, 1984
North Central	7%	-
Northeast	4%	July 1, 1984
	2%	January 1, 1985
Southwest Tech	5.4%	July 1, 1984
Waukesha	5.5%	July 1, 1984
Western Wisconsin	5.5%	January 1, 1985

* Total Salary Package; Total Package = 5.7%

Clearly if direct comparison to these fiscal year increases is appropriate, they support the Union's position. The Employer offered wage rate comparative data for the agreed-upon bench mark classification for Milwaukee Area Technical College and Waukesha Area Technical College. Both parties conceded these are the most comparable of the other VTAE districts. This comparative data as corrected in the hearing and adjusted to an average over calendar 1984 basis is as follows:

<u>CLASSIFICATION</u>	<u>1984 MAD/ATC</u>	<u>AV. 1984 MILW/ATC</u>	<u>1984 AV. WCTI</u>	<u>RANK</u>
Custod. Work II	7.86-8.90	6.625-7.79	7.10-9.86	1/2
Maint. Mech. II	9.40-10.55	8.406-10.077	7.31-10.12	1/1
Clerk/Typist I	6.98-7.74	6.437-7.473	5.46-6.52	1/1
Secretary I	8.23-9.36	7.542-8.951	6.91-8.27	1/1
Account Clerk I	8.00-9.10	6.437-7.473	6.52-7.79	1/1
Data Entry Oper.	7.34-8.23	6.437-7.473	6.15-7.34	1/1
Lead Data Ent.Op.	7.74-8.79	8.542-8.951		1/2
DataPros.Prog.II	10.49-12.35	10.114-13.173	10.79-12.87	2/3

/3/ Madison Area VTAE District #4 and Madison Area Technical Support Staff Union, Local 3872, WFT, AFT, AFL-CIO Decision No. 21257-A (Zeidler 3/84).

This data suggests that unit employees are already well paid among their peers at other VTAE districts. Given the nature of the disparity the external comparisons to other VTAE districts are favorable to the employer or indeterminate as to the issues in this case.

The Union prepared data comparing the bench mark classifications for, inter alia, 1984, for the local public comparisons of the State of Wisconsin, Dane County, City of Madison, and Madison Schools while the Employer data mixes time periods. Based upon the Union comparisons for 1984, it ranks among the 5 comparisons at the benchmarks as follows:

<u>Classification</u>	<u>Start/Max</u>
Account Clerk	2/2
Custodial Worker II	4/3
Data Entry Operator	2/2
Lead Data Entry Operator	2/2 (3) /4/
Maintenance Mechanic I	3/3
Programmer II	2/2 (2) /4/
Secretary I	2/2 (4) /4/

The following is calculated from Employer exhibit #1.

Comparison Of Average Maximum Rates For 1985 In Relative Ranking,

	<u>MATC</u>	<u>CITY</u>	<u>STATE</u>	<u>SCHOOL</u>	<u>COUNTY</u>	<u>RANK</u>
Custodial Worker	8.90	8.84	7.31	9.67	9.03	3
Mant. Mech. I	10.55	10.79	8.91	10.27	10.03	2
Clerk Typist I	7.74	7.51	7.37	-	8.23	2
Secretary I	9.36	9.57	8.40	9.48 /5/	8.40	3
Acct. Clerk I	9.10	9.57	7.37	8.25 /5/	8.40	2
Data Ent. Op.	8.23	8.37	7.37	7.28 /5/	8.23	2
Lead Data Ent.Op.	8.79	9.21	7.69	7.86 /5/	-	2
Data Pros.Prog.II	12.35	12.71	12.89	12.23 /5/	13.87	5

The following is a comparison of available data for 1985 local increases:

Percentage Increases Relating to 1985

<u>Employer</u>	<u>Wage Increase</u>	<u>Effective Date</u>
City of Madison	4%	1/1/85-12/31/85
Madison Schools		
Custodial	3%	3/1/84-3/1/85
Clerical	not settled	3/1/85-3/1/86
Dane County	1.2%	1984 or 1985
not settled		1984
State of Wisconsin	3.84%	1985
not settled		7/1/84-7/1/85
		7/1/85-7/1/86

Adoption of the Union proposal would tend to change the relative rank of the Union locally.

Private Employer Comparisons

The Employer offered a salary survey conducted by the ASPA/Madison Chapter ("1984 salary of Madison area and compensation benefits"). This survey was offered essentially without foundation testimony. This surveys 55 employers, the vast majority of which are private employers, with respect to various benchmark positions. The survey does not provide the job descriptions used by the surveyors to determine which positions will be reported. In general, the Employer's salaries

/4/ Bracketed figures indicate smaller number of comparisons. Not all public employers have the similar classifications.

/5/ Wage rate in effect until 6/84.

compared very favorably to the private sector. The following is a summary of that report.

<u>Classification</u>	<u>Rank From Highest</u>	<u>Number of Surveyed</u>
Console Attendant	3	17
Clerk Typist 1	2	23
Clerk Typist - experienced	2	21
Secretary 1	2	29
Senior Transcription Machine Inspector	5	19
Accounting Clerk II	4	35
Accountant	2	21
Laboratory Technician, Junior	2	7
Graphics Illustrator	1	9
Offset Press Operator I	2	12
Offset Press Operator II	2	16
Senior Computer Operator	9	17
Programmer	2	17
Programmer/Analyst I	3	20
Programmer/Analyst II	3	23
Systems Analyst II	2	11
Systems Analyst III	6	15
Custodian/Janitor A	4	21
Custodian/Janitor B	3	23
Maintenance B	4	22

The evidence in this matter tends to demonstrate that by comparison to the private sector, the Employer's offer is to be favored.

Internal Comparisons

Neither party chose to rely on comparison to the teacher unit.

Cost of Living

The total cost of the Employer's 1985 is 3.74% and the total cost of the Union's final offer is 6.02%. The annual change in the CPIW or small metropolitan areas was 3.0%. This favors the position of the Employer herein. The change in the urban wage earners and clerical workers in this period for the United States was 3.5%, for Milwaukee 4.9%, for small metropolitan areas 3.0%. For the all urban consumer's index it was for the United States 3.5%, for Milwaukee 3.4%, and for small metropolitan areas 2.6%. The cost of living evidence supports the position of the Employer herein.

HEALTH INSURANCE

Positions of the Parties

The Employer proposes to place a dollar limit on the monthly premium it pays for health insurance. The limit is the full monthly premium for the May, 1984 to May, 1985 insurance year and to establish dollar limits at its current contribution for September, 1984 to September, 1985. It also proposes to reserve the right to change carriers providing there is no change in benefits. Finally it proposes to limit the large number of health options to only the WPS (HMP and group insurance) or Group Health Cooperative extended health plan. It seeks the dollar limit because, by comparison both Milwaukee Area Technical College and Waukesha County Technical Institute, Madison governmental employers, it argues its costs are too high and number of options as to carrier, too many.

The Union seeks to keep its current health insurance language. It takes the position that it sacrificed with respect to wages to obtain this benefit. It also argues the Employer never discussed this proposal in negotiations. It relies on the comparisons to show that in comparable districts which do have premium dollar amounts specified

the insurance contracts are concurrent with the collective bargaining agreement, unlike here where the health contracts run from May to May and dental to September to September. It finds the restriction to one alternative health care area, Group Cooperative of Madison, is proposed by the Employer to be unreasonable.

Discussion

Since hearing the premium for the May to May 1986 health and September to September, 1986 dental have been set at the current rates. The following are premium comparison data:

	<u>Expiration</u>	<u>Health (Fam. Month. Prem.)</u>	<u>Employer Contrib. (Fam. Dent. Month. Prem.)</u>	<u>Carrier</u>
WCTI	6/30/85	151.64	38.06, cropped at dollar amt. above full 100% except hourly & clerical Union new WPS, must make 15%	WPS
MATC	12/31/85	201.81	29.48	Blue Cross
MADISON	5/86	184.80	43.03, 100%	WPS, HMP, o basic cover
CITY OF MADISON	12/31/85	174.26	3 - , Bunt 2 com-cans	
STATE	11/85	193.26		
MADISON	1/1/86	189.60	35.63, Bunt group health mhcom	

The comparisons support a change to dollar limits.

The Employer offered testimony to support its proposal. Based upon the testimony failed to show that there had been any specific problem with the current options as to coverage or that there had been any serious attempt to negotiate the issue, apparently because it felt the Union wouldn't respond. The Union offered testimony that it had accepted a lower wage settlement in a prior year to obtain 100% health payment. It also offered testimony as to the current use of various options.

Although a change to dollar limits appears warranted, the Employer has failed to demonstrate a need to restrict the current health options of employees. The Union's position has heavier weight under current circumstances.

WEIGHT

The wage issue is of far more weight than the health insurance issue. The external comparison to other VTAE districts tend to support some comparative moderation in the increase granted this unit. External comparisons to Madison governmental employees indicate a wage increase of size comparable to those granted locally is appropriate. Based on the available data, the Employer's position appears preferable. Accordingly, the final offer of the Employer is adopted.

AWARD

That the final offer of the Employer be incorporated into the parties essentially 1985 collective bargaining agreement.

Dated at Milwaukee, Wisconsin, this 4th day of September, 1985.

Stanley H. Michelstetter II
Stanley H. Michelstetter II,
Mediator/Arbitrator